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IN THE COURT OF APPEALS OF INDIANA

JOHN Q. ADAMS,	)	
	)	
Appellant-Defendant,	)	
	)	
vs.	)	No. 02A04-0604-CR-215
	)	
STATE OF INDIANA,	)	
	)	
Appellee-Plaintiff.	)	

APPEAL FROM THE ALLEN SUPERIOR COURT
The Honorable Marcia L. Linsky, Judge
Cause No. 02D04-0503-CM-1473

October 17, 2006

MEMORANDUM DECISION - NOT FOR PUBLICATION

BAKER, Judge

Appellant-defendant John Q. Adams appeals the trial court's denial of his request for a probation modification hearing to address his request to terminate a no-contact order that had been entered against him as a condition of probation. Specifically, Adams argues that the trial court erred in determining that it was without authority to rescind the no-contact order. Concluding that the issue is moot and further finding that the trial court lacked the authority to rescind the order because it was specifically included in the plea agreement as a condition of Adams's probation, we affirm the judgment of the trial court.

FACTS

On March 7, 2005, Adams was charged with battery as a class A misdemeanor after striking his teenage son. Thereafter, on March 22, 2005, Adams pleaded guilty to that offense. The plea agreement provided that Adams would receive an entirely suspended 365-day sentence and that he would be placed on one year of unsupervised probation. The conditions of probation were that Adams was to complete a program at the Center for Nonviolence and that he would have no contact with his son until the period of probation expired.

On May 13, 2005, the Allen Superior Court issued an order in a CHINS matter that involved the reunification of Adams and his son. The order stated, among other things, that Adams was to begin supervised visits with his son. On December 6, 2005, Adams filed a motion in the instant case requesting the termination or modification of the no-contact order in the criminal matter. When Adams appeared for a hearing on January 13, 2006, the matter was continued by agreement of the parties.

Thereafter, on February 9, 2006, Adams filed a request for a probationary hearing for the purpose of addressing the no-contact order. Following a hearing on February 24, 2006, the trial court denied Adams's motion, concluding that it did not have the authority to terminate the no-contact order without the prosecutor's agreement. Adams filed his notice of appeal on March 23, 2006.

DISCUSSION AND DECISION

In addressing Adams's contention that the trial court erroneously denied his request for a new probationary hearing, we initially observe that the issue is moot. In W.R.S. v. State, 759 N.E.2d 1121, 1122-23 (Ind. Ct. App. 2001), this court determined that a case is deemed moot and will be dismissed when no effective relief can be rendered to the parties before the court. An issue is generally deemed to be moot when the case is no longer live and the parties lack a legally cognizable interest in the outcome of its resolution or where no effective relief can be rendered to the parties. Sadler v. State ex rel. Sanders, 811 N.E.2d 936, 956 (Ind. Ct. App. 2004).

In this case, Adams's one-year period of probation that included the no-contact order commenced on March 22, 2005, and expired on March 22, 2006. Appellant's App. p. 20-22. A probation modification hearing would be meaningless after Adams's probation has been completed because the no-contact order terminated when the probationary term ended. Because the trial court could not grant any effective relief in this case, the issue is moot.

Mootness notwithstanding, our Supreme Court has determined that plea agreements are in the nature of contracts entered into between the defendant and the State. Lee v. State,

816 N.E.2d 35, 38 (Ind. 2004). Once the court has accepted a plea agreement, it possesses only that degree of discretion with regard to a sentence that is granted to it by the express terms of the agreement. Pannarale v. State, 638 N.E.2d 1247, 1248 (Ind. 1994). Again, Adams's plea agreement expressly provided for the issuance of a no-contact order as a condition of probation. Appellant's App. p. 20. When the sentence was originally imposed, the trial court was without the discretion, having accepted the plea agreement, to place Adams on probation without issuing the no-contact order as a condition of probation. Because the plea agreement did not grant the trial court discretion with respect to that term of probation at the time of the original sentencing, it lacked the authority to modify that term of probation at a later point. Pannarale, 638 N.E.2d at 1248-49. In other words, "a deal is a deal," and Adams cannot be heard to complain. See id. at 1248. Thus, there was no error.

The judgment of the trial court is affirmed.

VAIDIK, J., and CRONE, J., concur.